

CASES REPORTED THIS WEEK.

Emmanuel College v. Winchester .. 753 | The Howe Machine Co. (Limited) .. 753
 Thornton v. Falla 753

The Solicitors' Journal and Reporter.

LONDON, OCTOBER 1, 1887.

CURRENT TOPICS.

WE HAVE RECENTLY PUBLISHED several letters on the Land Transfer Bill, which we believe afford a fair index of the views on the scheme of the Bill which are entertained by a large section of country solicitors. We propose hereafter to consider in some detail the objections which have been raised, but in the meantime we desire to point out that the Bill is likely to be in hand again before the close of the present year, and that it is extremely desirable that there should be an early and general expression of opinion with regard to its provisions on the part of the profession. It is not less desirable that there should be practical unanimity in this expression, and we think it is worthy of consideration whether this would not be best achieved by a conference of representatives of the country law societies and the council of the Incorporated Law Society. If such a conference could be arranged for next month we believe it is possible that the resolutions arrived at might not be without some influence on the form of the Bill to be introduced next session.

IN THE PRESENT CONDITION of landed estates, both as regards letting and sale, it may be useful to direct the attention of advisers of landed proprietors to the success which has attended recent sales by auction of outlying portions of estates in small plots. Where any part of the property is situate near a town or large village, it is surprising with what eagerness the lots are competed for and what prices are realized. A paragraph has recently gone the round of the papers relating the results of such a sale made at Frome by the Marquis of Bath. Fifty building sites are stated to have been sold at prices ranging from £205 to £310 per acre. We are acquainted with other instances in which the result of similar sales has been equally successful, and the transactions connected with them were completed without any difficulty or delay. It is not building sites merely, but small closes of freehold land for agricultural or garden purposes which meet with a ready sale. The conditions of sale, of course, restrict the title in the case of lots below a certain acreage, and even, in some cases, dispense with an abstract, substituting only a statement sufficient for the preparation of a conveyance; and, where the land is old family property, these conditions are not found at all depreciatory. We think that a suggestion on the part of the family solicitor is in many cases only necessary to extend this practice, which is often both particularly convenient to the landed proprietor and also advantageous to the inhabitants of the district.

ACCORDING to a local paper, the Bolton Incorporated Law Society has taken the extreme step of resolving, at a special meeting held on the 22nd ult., to present a memorial to the Chancellor of the Duchy of Lancaster praying for the removal of the county court judge of the district. We presume, from the fact of the application being proposed to be made to the Chancellor of the Duchy, that the removal referred to is removal from the county court bench, not removal to another district, the power for which is, by 21 & 22 Vict. c. 74, s. 1, vested in the Lord Chancellor. We cannot pretend to any information with regard to the circumstances which were alleged in support of the resolution of the society beyond that derived from a very brief report of the meeting, and we should, therefore, not be justified in expressing any opinion on these allegations. It strikes us, however, that the application to the Lord Chancellor under the above-mentioned provision would possibly have been the preferable course. The power of removal from the bench is contained in section 18 of the County Courts Act, 1846, which provides that "it shall be lawful for the said Lord Chancellor, or, where the whole of the district is within the Duchy of Lancaster,

for the Chancellor of the said Duchy, if he shall think fit, to remove for inability or misbehaviour any such judge already appointed or hereafter to be appointed." If the memorial should be presented, there will, we suppose, necessarily follow a semi-judicial inquiry. In *Ex parte Ramsay* (18 Q. B. 173) it was laid down that the Chancellor has authority to remove a county court judge only on the implied condition, prescribed by the principles of justice, that he hears the party accused; he cannot legally act upon such an occasion without some evidence being adduced to support the charges; and he has no authority to remove for matters unconnected with inability or misbehaviour in the office of county court judge. But where the party complained against has had a fair opportunity of being heard; where the charges, if true, amount to inability or misbehaviour, and where evidence has been given in support of them, the courts cannot inquire into the amount of evidence or the balance of evidence, the Chancellor, acting within his jurisdiction, being the constituted judge upon this subject. It will be interesting to know, in case this semi-judicial inquiry should become necessary, what course Lord JOHN MANNERS will adopt with regard to it. There are obvious disadvantages in the holding of such an inquiry relating to the conduct of a judge before a layman unacquainted with legal matters and unaccustomed to dealing with evidence.

SIR CHARLES RUSSELL, in his speech at the dinner of the Shorthand Congress, strongly urged the necessity for attaching to every court an official shorthand writer, and he seems to have based his suggestion largely on the expediency of substituting shorthand notes for the notes at present taken by the judges. "Anyone," he said, "who was obliged to be much in those courts [i.e., at *Nisi Prius*] would know that, however painstaking the judge, the more painstaking he was, the more time he occupied in taking down in great detail points of the evidence. A judge might be a very excellent judge, and yet a very bad penman. He thought he had known some such. And a judge had not got the gift of foresight. When a case was opened, and when the first witness was being examined, the judge could not tell intuitively what part of that particular witness's evidence would or would not be important. The result was that he took down in great detail and in longhand, or with such rude abbreviations as his practice had suggested to him, evidence which, in the result, turned out to be of no earthly value whatever in deciding the merits and justice of the case; whereas, if there were a professional shorthand writer who was rattling along just as the witness was giving his evidence, and who would be able to produce and to read out from his note-book a particular point or part of the evidence which became important at a later stage of the case, an enormous amount of public time would be saved." The suggestion of official shorthand writers was propounded by the late Mr. Justice PRABOX when an application was made to fix a day for the hearing of the great case of *Badische Anilin und Soda Fabrik v. Levinstein*. He took occasion to remark that "he thought it would be very desirable to have an official shorthand writer appointed to the court." And the Committee on Legal Procedure in 1881 reported that, "in the interest of suitors it is desirable that an official record of the proceedings should be obtainable"; and they formulated a rule of court providing that "official shorthand writers, one or more, shall be appointed to attend in each court; a note of so much of the evidence and of such proceedings as the court or a judge shall direct shall be taken in every case." While we think there is good reason for saying that a shorthand note ought to be taken of the proceedings at the trial of an action, we should hesitate, without much further consideration, to endorse Sir CHARLES RUSSELL's proposal for the abolition of the necessity for a judge's taking notes of the evidence. And we rather doubt the expediency of appointing an official shorthand writer to each court. We question whether either Sir CHARLES RUSSELL or his predecessors in the suggestion of official shorthand writers quite appreciated the practical difficulty which is to be apprehended in case an official shorthand writer at a fixed salary is appointed. Would such an official be likely to transcribe with the expedition which is often necessary? Would he be likely to furnish a transcript for counsels' use next morning? He would have a monopoly, and although he would, of course, be paid for his transcript, there would be no competition to keep him up to

the mark as regards time. It is to be observed, however, that there has long been an official shorthand writer in the Admiralty Court, appointed and sworn by the court to take notes of evidence. It would be interesting to learn how the system works in that court.

THE BILLS OF SALE ACT, 1882, among its other brilliant acts and omissions, failed to define what was meant by the term "debenture" used in section 17, which excludes from the operation of the Act "debentures issued by any mortgage, loan, or other incorporated company, and secured on the capital, stock, or goods, chattels, and effects of such company." The consequence has been a good deal of uncertainty, not merely in the profession, but on the bench. The conclusion, which was soon arrived at, that section 17 does not apply to a debenture trust deed comprising chattels, and the practical impossibility of framing such a trust deed in the statutory form, led to the general practice of abandoning reliance on a covering deed as regards personal chattels, and inserting a charge in the debentures. But there remained many points open to question as to these charging debentures. In *Ross v. Army and Navy Hotel Co.* (35 W. R. 40) it was held, both by Mr. Justice KAY and the Court of Appeal, that new debentures issued by a company (owing to the discovery of the invalidity of the covering deed relating to their old debentures, which had not been registered as a bill of sale), whereby the company purported to charge on its undertaking and all its property, real and personal, the amount due on the original debenture, were within section 17. That decision, however, was between grantor and grantee, and was said by GAOZE, J., in *Jenkinson v. Brandley Mining Co.* (35 W. R. 834) not to "decide any question affecting third parties." In *Edmonds v. Blaina Furnaces Co.* (35 W. R. 798) a company executed an agreement whereby the company covenanted, in consideration of a loan, to pay each of the lenders the sum advanced, with interest; and, as security, charged all its undertaking, property, estate, and effects of every kind. The agreement contained certain other clauses of the kind usually found in instruments ordinarily known as debentures. Here, therefore, the security in favour of the several lenders was comprised in a single document, and there were no separate instruments issued to each lender. Yet Mr. Justice CHITTY held that the agreement was a "debenture" within section 17, basing his decision on the considerations that the agreement was an acknowledgment of a debt; the company was to pay the debt to each of the lenders separately, and the security was made to all the lenders *pari passu* upon all the undertaking, property, estate, and effects of every kind.

SEPARATION DEEDS.

I.

ALTHOUGH there is no longer any doubt as to the general validity of separation deeds, yet the uncertainty which has for the last hundred years prevailed on the subject has been by no means entirely removed. This may be seen from the expressions used by the late Master of the Rolls in *Besant v. Wood* (12 Ch. D. 620):—"The suit raises points of the very greatest importance as regards the general law, upon which I can give my opinion—and I say my opinion advisedly, because I am free to confess that the law is not so clearly settled on the point that the judge can lay down the law; he can only give his opinion of the law." And to the same effect spoke Lord Blackburn in *Cahill v. Cahill* (8 App. Cas. 434).

The origin of this state of things is twofold. Separation deeds have been objected to altogether as being against public policy, and if this difficulty can be got over, we are still confronted by the general incapacity of married women to enter into contracts. The tendency of public opinion, or of legislation, has been to lessen each of these difficulties, and in spite of the above opinions it may be possible to state the law now with some degree of certainty—or, at any rate, to discover the particular points in which uncertainty still exists. We will first consider the objection which has been made on the ground of public policy, as this clearly goes to the root of the whole matter.

Separation deeds have two objects. Primarily they are meant to effect the separation of husband and wife, but, as subordinate to this, they usually contain various pecuniary arrangements. In the former respect they came till recently within the cognizance of the ecclesiastical courts, while the parts relating to property naturally belonged to the temporal courts. This division of jurisdictions, perhaps, gave rise to the difficulties which have beset the question, but the influence of the temporal courts certainly facilitated its present settlement. In the ecclesiastical courts there was no hesitation; separation deeds were simply and purely illegal. The law is thus laid down by Sir W. Scott in *Mortimer v. Mortimer* (1820, 2 Hagg. Consist. Rep. 318):—

"This court considers a private separation as an illegal contract, implying a renunciation of stipulated duties—a dereliction of those mutual offices which the parties are not at liberty to desert—an assumption of a false character in both parties, contrary to the real *status personarum*, and to the obligations which both of them have contracted in the sight of God and man, to live together 'till death do them part,' and on which the solemnities both of civil society and of religion have stamped a binding authority, from which the parties cannot release themselves by any binding act of their own, or for causes which the law itself has not pronounced to be sufficient and sufficiently proved."

It may be supposed that the matrimonial law as thus laid down, which had long been in operation, suggested the question of public policy to the temporal courts. However, it is stated by Jacobs in his note to Roper (vol. 2, p. 273) that this view of the nature of separation deeds does not seem to have presented itself to the courts until a very late period, and, indeed, in *Hunt v. Hunt* (1861, 4 De G. F. & J. 221) Lord Westbury remarked that such deeds had not been against the policy of the common law since the Reformation. Accordingly there were several cases in the last century decided in favour of the deed. Thus in *Guth v. Guth* (1792, 3 Bro. C. C. 613) the Master of the Rolls felt no difficulty in decreeing specific performance of articles of separation, at the suit of the wife, to allow her the separate maintenance agreed upon, although the husband offered by his answer to receive her again. Subsequently, however, the courts were troubled by the technical difficulty of the wife's incapacity to contract, and with the doubt thus raised was mingled a general distrust of the tendency of the whole matter. Thus in *Legard v. Johnson* (1797, 3 Ves. 352) Lord Loughborough expressed himself against the decision in *Guth v. Guth*, and, after a fresh review of the cases, he said it was the only one supporting the jurisdiction of the court over a contract between husband and wife simply. Inasmuch, however, as the temporal courts had only to deal with the subsidiary pecuniary arrangements, it was possible to overcome this objection by introducing trustees on behalf of the wife, and in *Rodney v. Chambers* (1802, 2 East. 283) it was laid down as decisively settled that a covenant by the husband with trustees to pay the wife a separate maintenance was good. This was referred to by Lord Eldon in *St. John v. St. John* (1805, 11 Ves. 532), where he pointed out that the question had never been put upon the covenant of the husband and wife, but that the court had always put it upon that between the husband and the trustee. He laid stress upon the covenant of the trustee to indemnify the husband against the wife's debts, saying that the existence of this ought to have reminded the court that those who framed these instruments had no idea that the wife herself was bound. But, although he must, in obedience to *Rodney v. Chambers*, enforce the covenant with the trustees, yet he doubted whether covenants with such objects ought to be the foundation either of an action or of specific performance:—

"That doubt has long had place in my mind. If this were *res integra*, untouched by *dictum* or decision, I would not have permitted such a covenant to be the foundation of an action, or of a suit in this court. But if *dicta* have followed *dicta*, or decision has followed decision, to the extent of settling the law, I cannot, upon any doubt of mine as to what ought originally to have been the decision, shake what is the settled law upon the subject."

It is clear, then, that the contract with the trustees was originally regarded by the courts as a purely mundane matter to be treated like any other contract, though when the question of public policy, in imitation of the ecclesiastical law, was pressed upon them, they would have been willing to entertain it, at any rate in Chancery, had not the law been already too firmly settled. This is well illustrated by the judgment of Sir W. Grant, M.R., in *Warrall v. Jacob* (1817, 3 Mer. 266, at p. 268). After stating that the court

would not carry into execution articles of separation between husband and wife, he continues:—

"It should seem to follow that the court would not acknowledge the validity of any stipulation that is merely accessory to an agreement for separation. The object of the covenants between the husband and the trustee is to give efficiency to the agreement between the husband and the wife; and it does seem rather strange that the auxiliary agreement should be enforced, while the principal agreement is held to be contrary to the spirit and the policy of the law."

He could not deny, however, the validity of engagements entered into between the husband and a third party, although originating out of, and relating to, that unauthorized state of separation in which the husband and wife had endeavoured to place themselves.

But while the courts were thus shewing a desire to introduce, if possible, the ecclesiastical law under the guise of public policy, there were not wanting persons of greater enlightenment who saw that a true public policy tended in the opposite direction. After reviewing the above and other cases, Jacobs concludes the note already referred to as follows:—

"Whatever may be the ultimate decision of this question, it can scarcely be contended that the rule which allows deeds of separation is in all cases productive of unmixed evil. And it may be doubted whether there is any principle of policy which requires that matrimonial disputes (unlike all others) should never be settled by private adjustment, and which renders it better to litigate than to compromise them."

But as it had been settled that the auxiliary provisions were good, it was hardly worth while to keep open the question of public policy, and in subsequent cases, such, for example, as *Bateman v. Ross* (1 Dow. 135), even Lord Eldon was content to admit the validity of the agreement. Finally the matter was settled by the House of Lords in *Wilson v. Wilson* (1848, 1 H. L. C. 538). There the real question was faced, whether the deed of separation was in itself so bad as to invalidate the arrangements of property arising from it. Without examining again into the question of public policy, it was pointed out that in *Jones v. Waite* (9 Cl. & F. 101) the execution of the deed by the husband had itself been held to be a good consideration for an agreement by a third person to pay a sum of money towards debts for which the husband was solely liable. If this was so, it could hardly be now held that the deed itself was bad, and it was recognized that a long train of authorities at law and in equity had proceeded upon the same ground. More recently it has been held, in *Hart v. Hart* (18 Ch. D. 670), that specific performance of an executory agreement for the separation deed will be ordered, and no question can now be raised upon the public policy of such deeds.

The case is different, however, with regard to deeds providing for a future separation. As to the invalidity of these there is no doubt, and so the question was treated both by the Lord Chancellor and by Lord Eldon in *Westmeath v. Westmeath* (1830, 1 Dow. & Cl. 541, 545). Finally, as a succinct account of the whole matter, we may quote from the judgment of the late Sir G. Jessel in *Besant v. Wood*, already referred to (p. 620):—

"For a great number of years both ecclesiastical judges and lay judges thought it was something very horrible, and against public policy, that the husband and wife should agree to live separately, and it was supposed that a civilized country could no longer exist if such agreements were enforced by courts of law, whether ecclesiastical or not. But a change came over judicial opinion as to public policy; other considerations arose, and people began to think that, after all, it might be better and more beneficial for married people to avoid, in many cases, the expense and the scandal of suits of divorce by settling their differences quietly by the aid of friends out of court, although the consequence might be that they would live separately, and that was the view carried out by the courts when it became once decided that separation deeds *per se* were not against public policy."

But, though the general question of policy is thus settled, there are difficulties in the contract itself, both as regards the actual separation and the pecuniary arrangements arising out of it. With these we shall deal in our next article.

Mr. Hobhouse, M.P., having represented to the Government the great inconvenience caused by the delay occurring in the publication of new Acts of Parliament (to which we recently referred) has received the following answer:—"Sept. 18, 1887. Dear Sir.—In reply to your letter of the 13th inst., I am desired by Mr. W. H. Smith to say that he is in communication with the Stationery Office on the subject of printing the Acts, and he hopes to be able to expedite both the examination and the delivery of the Acts. I remain, yours faithfully, C. T. MAUDE."

LEGISLATION OF THE YEAR.

ALLOTMENTS COMPENSATION.

50 & 51 VICT. c. 26—AN ACT TO PROVIDE COMPENSATION TO THE OCCUPIERS OF ALLOTMENTS AND COTTAGE GARDENS FOR CROPS LEFT IN THE GROUND AT THE END OF THEIR TENANCIES.

This Act must be carefully distinguished from the "Allotments Act" of the same session (50 & 51 Vict. c. 48), for whereas that Act may not come into operation at all unless the local authorities so desire, the present Act, so far as it extends, is of universal operation. It may be briefly described as a new Agricultural Holdings Act in miniature, applying only to parcels of not more than two acres in extent "held by a tenant under a landlord and cultivated as a garden or as a farm, or partly as a garden and partly as a farm." The tenants of all such holdings are, by section 5, entitled upon the determination of their tenancies, "notwithstanding any agreement to the contrary," to obtain from their landlords compensation for

Crops, including fruit, growing upon the holding in the ordinary course of cultivation, and for fruit trees and fruit bushes growing thereon which have been planted by the tenant with the previous consent in writing of the landlord.

Labour expended upon and manure applied to the holding since the taking of the last crop therefrom in anticipation of a future crop. Drains and any outbuildings, pigsties, fowlhouses, or other structural improvements made by the tenant upon his holding with the written consent of his landlord.

The 18th section provides that no claim is to be made under the Agricultural Holdings Act, 1883, for anything to which this Act applies, and, further, that "in any case in which the provisions of that Act and of this Act conflict the provisions of this Act shall prevail." This latter provision will occasion considerable difficulty, as it will often be hard to say whether the two Acts "conflict" or not. Do they conflict, for instance, where one Act contains a special provision as to a matter on which the other is silent? The present Act, for instance, fixes no basis whereon to assess the amount of compensation. The Act of 1883 fixes the basis of "value to an incoming tenant." On the whole we think there is no conflict here, and that the Act of 1883 can be read in to assist the valuers. It is to be observed, too, that the present Act does not, as does the Act of 1883, bar claims under the custom of the country.

With regard to arbitration, it is provided that if the parties cannot agree upon the compensation or concur in the appointment of an arbitrator, they, or either of them, may apply to the district justices of the peace, who are to appoint "one of their number not being interested in the holding," or other competent person not interested, to act as arbitrator, whose consent, by section 9, is in all cases in which it is practicable, to be obtained to act without remuneration. His award, by section 16, "shall be final and conclusive in every case; and neither the submission to arbitration nor the award shall be made a rule of any court, or be removable by any process into any court." The Act of 1883, it will be remembered (see section 22), contains a similar provision, but section 23 allows an appeal where a claim exceeds £100. It was probably thought that, in the case of the small holdings to which this Act is applicable, the claim could never be so large as to justify an appeal. The compensation money is, by section 17 (which follows section 34 of the Agricultural Holdings Act, 1883), to be recoverable by order of a county court judge, and the Act does not provide, as does section 48 of the Act of 1883, that an order of a county court judge shall not be removable.

It only remains to observe that the Act is not confined in its application to labourers, but applies to all tenancies whatever of land not amounting to two acres in extent.

CORRESPONDENCE.

THE LAND TRANSFER BILL.

[To the Editor of the Solicitors' Journal.]

Sir,—Is it not possible to arouse the profession from their state of apathy with regard to this measure? The Council of the Law Society are doing their duty well, but anything like a consensus of feeling seems lacking in the profession generally.

I cannot avoid the conclusion that the Bill as it stands is not a good measure as regards the public, and that as regards the profession an unjust and unnecessary sacrifice is proposed to be made of their interests. If so great a sacrifice at our expense were necessary for the public benefit, I should have nothing to say. I am prepared to admit that, so far as remuneration for ever recurring investigation of title is concerned, some sacrifice is necessary, for I am a believer in a sensible system of registration of title. There are two leading features of this Bill, however, of which surely every solicitor who has adequately considered the subject must disapprove. They are these:—

1. That in order to obtain the "absolute" or "qualified" title, an official investigation is rendered necessary.

2. The process of "confirmation" of the possessory title.

It is perhaps unnecessary to point out that this "absolute" title is not to be absolute at all, but that the "absolute" title of Lord Cairns' Act is, by the Bill in its present form, transformed into a quasi-guaranteed title—the guarantee being, in several important respects, unsatisfactory.

If the nature of the "absolute title" had not been changed, it is difficult to see how an official investigation prior to first registration could have been avoided. But I am convinced that no official investigation is necessary prior to the registration of a "guaranteed title," even supposing that the guarantee were made in reality, and not in name only, an indemnity. It is not necessary that the first registered proprietor should himself have the benefit of the guarantee, all that is requisite being that a grantee for value from him should have the benefit of it. Thus there exists no reason why the investigation should not be made by the solicitor of the first registered proprietor. A suggestion to this effect is contained in Mr. Brickdale's extremely valuable book on registration of title.

The investigation by the solicitor of a purchaser would, without doubt, be more agreeable to the latter, and also less expensive than investigation by officials. Experience of the present practice of conveyancing proves that it would also be safe. Why, then, sacrifice the interest of both the public and the profession?

The scheme for confirming a possessory title has been very generally condemned. The process could not be cheap because of the "prescribed" affidavits, advertisements, &c., to say nothing of the objections which might be raised. Neither would the process be just, for it is easy to see that parties interested in the land would in many cases never be directly communicated with, and common sense suggests that a newspaper advertisement (perhaps hemmed in by scores of others) cannot be a precaution worth the name. Would it not in fact be merely a sort of inferior excuse for confiscating the rights of innocent parties?

I have only dwelt as concisely as possible upon two out of many features of the Bill which are objectionable. I would, however, particularly commend the consideration of these to my professional brethren on public as well as on professional grounds.

Sept. 27.

COUNTRY SUBSCRIBER.

CASES BEFORE THE VACATION JUDGE.

LANDLORD AND TENANT—BREACH OF COVENANT—INJURY TO PREMISES—MANDATORY INJUNCTION—INJUNCTION.

In the case of *Emmanuel College v. Chickster*, before Charles, J., on the 23rd ult., the question arose as to the form of an order restraining a tenant and his sub-lessee from depositing rubbish on a farm. It was a motion on behalf of the plaintiffs to restrain the defendant, William Chickster, the tenant of Hyde Farm, Clapham, from committing breaches of a lease granted to him by the plaintiffs on the 18th of June, 1880, and also to restrain Chickster and his sub-lessee, Isaac Haskings, and each of them, and their respective servants, agents, and workmen, from cutting or carting turf, or permitting turf to be cut or carted, upon or from any part of the land comprised in the said lease, and from depositing or spreading, or permitting to be deposited or spread, and permitting to remain, any gravel, earth, or rubbish upon any portion thereof, or permitting to be done any act or thing whereby the grass on the surface of the said land might be injured. Kekewich, J., had granted an interim injunction. For the plaintiffs it was said that the farm was chiefly used for tennis, cricket, and football grounds, and the defendants were using the land in such a manner that it could not be let for such purposes. The words in the interim order, "and permitting to remain," were mandatory, and should be struck out, but otherwise the plaintiffs were entitled to an order. The defendants did not appear.

CHARLES, J., continued the injunction until trial or further order, striking out the mandatory words "and permitting to remain."—COUNSEL, Waggott. SOLICITORS, Reynolds, Phillips, & Golding.

BANK OF ENGLAND—STOCKS AND FUNDS—DESCRIPTION—NOTICE—INJUNCTION—20 & 40 GEO. 3, c. 36—5 VICE. c. 5—R. S. C., 1883, XLVI., 2, 3, 4.

In the case of *Taunton v. Falls*, before Charles, J., on the 23rd ult., the question arose as to the practice of the court in restraining the Bank of England from transferring stocks or funds. The plaintiffs in the action were trustees under the sequestration of one Paine; the defendant was the administrator of the estate of the Rev. Thomas Orange, of St. Lawrence, Jersey, deceased. By the law of Jersey, Orange could not deprive his children or grandchildren of more than one-third of his estate. Orange left no children him surviving, but left two grandchildren, one of whom was Paine. Paine was entitled to one-half of two-thirds of the estate of Thomas Orange. Part of the estate consisted of stocks and funds standing in the name of Thomas Orange in the books of the Bank of England, but the description and amount of the stocks and funds was not known. This was a motion to restrain the bank over Wednesday, September 28, from transferring any stocks or funds standing in the name of Thomas Orange, of St. Lawrence, Jersey, in the books of the bank. The notice of motion was not served on the defendant Falls.

On behalf of the plaintiffs reference was made to 39 & 40 Geo. 3, c. 36, as to making the bank a party, and to *Temple v. The Bank of England* (6 Ves. 769). The plaintiffs did not know the exact description of the stock, but Orange was not a common name, and he was a clergyman, and that was sufficient to prevent the bank making a mistake. The bank did not object to being made a party, but it was contended on their behalf that it was the invariable practice to require persons claiming stock to give the description and the amount in a notice to the bank before the court would restrain a transfer. There were thirty different kinds of stock, and if the bank made a mistake and refused to transfer stock not the subject of the injunction they would be liable in damages. The proper course was to ascertain what the stock was to which the order was to be applied. Reference was made to 5 Vict. c. 5, s. 5, and ord. 46, rr. 2, 3, and 4. Under the Act of Parliament and the Rules the bank should be informed of the particular stock which was sought to be restrained.

CHARLES, J., said that the practice referred to might be right, but it was not applicable to the present case, where a customer, very clearly identified, wanted to restrain the bank from parting with stock for a limited time. The question he had to decide was whether the stock was sufficiently identified. He thought that the words "in the name of Thomas Orange, St. Lawrence, Jersey, clerk in holy orders, deceased," did sufficiently describe the stock. He made an order restraining the Bank of England over the 28th inst. from the transfer of any stocks or funds standing in the name of Thomas Orange, of St. Lawrence, Jersey, clerk in holy orders, deceased. The plaintiffs being out of the jurisdiction, some responsible person must sign an undertaking in damages, otherwise there would be no order.—COUNSEL, Bush, Q.O., and Seddon; Latham, Q.O. SOLICITORS, Johnson, Budd, & Johnson; Freshfields.

COMPANY—RESOLUTION FOR VOLUNTARY WINDING UP PASSED—PETITION—MEETING TO CONFIRM RESOLUTION—COMPANIES ACT, 1862 (25 & 26 VICE. c. 89), s. 145.

In the case of *The House Machine Co. (Limited)*, before Charles, J., on the 28th ult., the question arose as to the right of a shareholder to a compulsory winding-up order, where a resolution to wind up the company voluntarily had been passed before the petition was presented, but had not been confirmed until afterwards. The petitioner was J. E. Hodges, holding 319 ordinary shares of £3 each in the company. The company was formed in 1873; its object was to manufacture and sell sewing and other machines; it had offices in London and a manufactory at Glasgow. There were 20,000 ordinary shares issued and taken up of the value of £3 each. On the 29th of August, 1887, a special resolution was passed by fifty-eight shareholders holding 12,176 shares against four shareholders holding 1,090 shares, to wind up the company voluntarily, to appoint J. P. Clark, H. B. Doo, and George Richards, directors, to be provisional liquidators, and to approve of a proposed agreement to sell the property of the company to Alfred Woodrow, as trustee for a new company, for £10,000, the new company taking over the debts and liabilities of the old company. On the 31st of August notice was given that a meeting would be held on the 16th of September to confirm the resolution. It stated that a resolution had been passed by persons holding 12,176 shares to wind up the company voluntarily, that a company was being formed to buy the property, and the approval of the meeting was required of an agreement to sell the property to the new company for £10,000, the new company to take over the debts and liabilities; the agreement could be seen at the company's offices. On the 16th of September this petition was presented, and on the same day the second meeting was held, shareholders holding 4,713 shares approving the agreement, and shareholders holding 3,363 shares dissenting. For the petition reference was made to the *West Surrey Tanning Co.* (2 Eq. 737), *Re The Gold Co.* (11 Ch. D. 701), and section 145 of the Companies Act, 1862. It was said that the real purchaser was J. C. Chaplin, the managing director of the company. This was not known at the first meeting. On the 31st of December, 1886, a report was issued shewing that the assets of the company consisted of £87,221 17s. 6d. If the company was wound up by the court each shareholder would get £3 per share after payment of all liabilities, and there would be £7,221 17s. 6d. surplus. If the agreement was carried out the shareholders would get 2s. 6d. cash per share, and perhaps 7s. 6d. per share more. Out of the 12,176 shares, Chaplin held 7,000. He was an interested person. It was now admitted that Woodrow was a nominee of Chaplin, and that in effect Chaplin was the new company. The provisional liquidators were not independent persons, there should be a compulsory order, and two independent persons appointed liquidators. The order would relate back to the presentation of the petition; section 84 of the Companies Act, 1862. For the respondents reference was made to sections 95, 129, 133, 138, 145, 161, and 162 of the Companies Act, 1862. It was said that the company was insolvent, and no better price could have been obtained than that offered by Chaplin; the transaction was *bona fide*, but now Chaplin had withdrawn his offer. The resolution, however, to wind up voluntarily was good, and the provisional liquidators should be retained.

CHARLES, J., said that in this case the petition of Mr. Hodges was presented before the resolution to wind up the company voluntarily was confirmed, so he had not to consider the legal effect of section 145 of the Companies Act, 1862, which referred to a petition after a resolution had been confirmed. The sequence of events here was exactly the same as in the *West Surrey Tanning Co.* (2 Eq. 737): a special resolution to wind up the company voluntarily was passed but not confirmed; in the meantime a petition for a compulsory winding up was presented, so he did not feel that he had to decide any question under section 145. The question he had to decide was whether he ought to make a compulsory order, or give effect to the wishes of shareholders as expressed at the two meetings appointing these gentlemen provisional liquidators. He thought he ought

to make a compulsory order. He would say nothing harsh as to the procedure of Mr. Chaplin and the liquidators, who had apparently put the matter almost entirely in Chaplin's hands, but he was not satisfied with the notices sent out of the meetings of the 29th of August and the 16th of September. The first notice gave no hint of Chaplin being the purchaser, and the second notice was not much more specific; it gave the resolution of the 29th of August, and that a meeting was to be held on the 16th of September, to confirm it, that a company was to be formed to purchase the property, and that the resolution was passed by shareholders holding 12,176 shares. It was not, however, stated that among the shareholders voting Mr. Chaplin held 7,000 shares. The agreement was to be seen at the company's offices, but no one could have learnt the true facts from that; Woodrow was the apparent purchaser as trustee for the new company. Considering the singular reticence and the unsatisfactory language of the notices, he did not approve of the conduct of the winding up remaining in the hands of these gentlemen. It was not necessary to remove them; if he made a compulsory order, and appointed liquidators, the office of the provisional liquidators would come to an end. He made the usual order, and appointed James Hatton, of Glasgow, and Samuel Lovelock, of London, accountants, to be liquidators. —*COUNSELLOR, Martin, Q.C., and Archibald Brown; Latham, Q.C., and H. M. Finch; Scarrlett; Charles Macnaghten; Millar, Q.C., and Ryland; Hatfield Green; Hyde; and Nasmyth. SOLICITORS, J. W. Smart; Rollet & Sons; Frank B. Wrightson; Wilson, Bristol; & Carpmast; Wainwright & Baillie.*

NEW ORDERS, &c. THE WINTER ASSIZES.

The *London Gazette* of Tuesday contains an Order in Council directing that in pursuance of the Winter Assizes Acts the jurisdiction of the Central Criminal Court at any session held in October, November, December, or January shall extend to such parts of the county of Surrey as are not now included in the Central Criminal Court district. Other orders direct that the counties of Cumberland and Westmoreland shall for the coming winter assize be united as winter assize County No. 1, the assizes to be held at Carlisle; the Northern and Salford Divisions of Lancashire as County No. 2, the assizes to be held at Manchester; the North and East Riding Division and the West Riding Division as County No. 3, the assizes to be held at York; the counties of Lincoln and Nottingham and the county of the city of Lincoln as County No. 4, the assizes to be held at Nottingham; the counties of Derby, Leicester, and Rutland as County No. 5, the assizes to be held at Leicester; the counties of Bedford, Northampton, and Buckingham as County No. 6, the assizes to be held at Bedford; the counties of Norfolk and Suffolk as County No. 7, the assizes to be held at Ipswich; the counties of Huntingdon and Cambridge as County No. 8, the assizes to be held at Chesterton (Cambridge); the county of Hertford and so much of Essex as is not included in the Central Criminal Court district as County No. 9, the assizes to be held at Chelmsford; the county of Sussex, the county of the city of Canterbury, and so much of Kent as is not included in the Central Criminal Court district as County No. 10, the assizes to be held at Maidstone; the counties of Oxford and Berks as County No. 11, the assizes to be held at Oxford; the counties of Monmouth and Gloucester as County No. 12, the assizes to be held at Gloucester; the counties of Salop and Stafford as County No. 13, the assizes to be held at Stafford; the counties of Southampton, Wilts, and Dorset as County No. 14, the assizes to be held at Winchester; the counties of Devon and Cornwall as County No. 15, the assizes to be held at Exeter; the county of Somerset and the county of the city of Bristol as County No. 16, the assizes to be held at Bristol; the counties of Chester, Flint, Montgomery, Merioneth, Carnarvon, Anglesey, and Denbigh as County No. 17, the assizes to be held at Chester; the counties of Glamorgan, Carmarthen, Pembroke, Cardigan, Brecknock, and Radnor, the county of the borough of Carmarthen, and the town and county of Haverfordwest as County No. 18, the assizes to be held at Swansea; the county of Northumberland and the city and county of Newcastle-on-Tyne as County No. 19, the assizes to be held at Newcastle; and the counties of Worcester and Hereford as County No. 20, the assizes to be held at Worcester.

LEGAL NEWS. APPOINTMENTS.

Mr. FRANCIS REYNOLDS YONGE RADCLIFFE, barrister, has been appointed Recorder of the Borough of Devizes, in succession to Mr. Ralph Ludlow Lopes, resigned. Mr. Radcliffe is the eldest son of Mr. John Alexander Radcliffe, solicitor, of 20, Craven-street, and was born in 1851. He was educated at Eton and at Corpus Christi College, Oxford, where he graduated first class in Classics in 1874, and he was afterwards elected a Fellow of All Souls College. He was called to the bar at the Inner Temple in June, 1876, and he practices on the Western Circuit and at the Wiltshire Sessions.

Mr. HENRY MILLS, solicitor (of the firm of Harwards, Shepherd, & Mills), of Stourbridge, has been appointed Clerk to the Stourbridge Improvement Commissioners. Mr. Mills was admitted a solicitor in 1870.

Mr. ARCHIBALD HENRY JOHN FLETCHER, solicitor (of the firm of Laycock, Dyson, & Fletcher), of Huddersfield, has been appointed a Notary Public.

Mr. WILLIAM HOLLINGWORTH QUAYLE JONES, Queen's Advocate of the Gold Coast Colony, has been appointed Chief Justice of the West African Settlements, in succession to Mr. Francis Frederick Pinkett, deceased. Chief Justice Jones is the eldest son of the Rev. Charles William Jones, vicar of Pakenham, Suffolk. He was educated at Caius College, Cambridge. He was called to the bar at the Middle Temple in November, 1877, and he was formerly a member of the South-Eastern Circuit. He has been Queen's Advocate of the Gold Coast Colony since 1883.

Mr. ALFRED BRAY KEMPE, barrister, who has been appointed Chancellor of the Diocese of Southwell, in succession to Mr. Justice Charles, is the third son of the Rev. John Edward Kempe, rector of St. James's, Piccadilly, and was born in 1849. He was educated at St. Paul's School, and he was formerly scholar of Trinity College, Cambridge, where he graduated as a wrangler in 1872. He was called to the bar at the Inner Temple in Michaelmas Term, 1873, and he is a member of the Western Circuit. Mr. Kempe is also Chancellor of the Diocese of Newcastle. He was formerly one of the staff of the *Weekly Reporter*, and he was Secretary to the Ecclesiastical Courts Commission.

Mr. EDWARD ARCHDALE FROOKS, solicitor, of Sherborne, has been appointed Clerk to the Sherborne Local Board. Mr. Frooks was admitted a solicitor in 1883.

Mr. HENRY COLEMAN FOLKARD, barrister, has been appointed Recorder of the city of Bath, in succession to Mr. Justice Charles. Mr. Folkard is the son of Mr. William Folkard, and was born in 1837. He was called to the bar at Lincoln's-inn in Hilary Term, 1858, and he practices on the Western Circuit and at the Somersetshire and Bristol Sessions. Mr. Folkard is a rising barrister for Hampshire.

PARTNERSHIPS DISSOLVED.

STUART EATON MASKELL and CHARLES BLIMFIELD DALTON, solicitors, Torquay. June 24. [*Gazette*, Sept. 23.]

CHARLES NEEDEHAM LONGCROFT and HERBERT BLANNEY WADE, solicitors (Longcroft & Wade), of 1, Clement's-inn, Strand. May 17. [*Gazette*, Sept. 27.]

GENERAL.

It is stated that a large farm near Spalding of 164 acres was sold by auction on the 23rd ult. at £37 10s. per acre, and that a farm near Ashford has been let at the extraordinary price of 7s. 6d. per acre.

We are informed that part of the Suffolk-park Estate at Cromer, belonging to Lord Suffield, comprising 142 plots of freehold building land, was sold on Monday last at Cromer, by Messrs. Baker & Sons, of Queen Victoria-street, E.C., for £400 per acre.

The Liverpool Board of Legal Studies have issued their programme for the new session, from which it appears that, in addition to lectures and classes on the law of personal property, equity, and contracts, a course of ten lectures on jurisprudence is to be delivered by Professor Munroe.

The relatives of Mr. Payne, the late Dover coroner, have received a letter of condolence from the Queen through her private secretary, in which her Majesty expressed her interest in the fact that Mr. Payne, who proclaimed her accession at Dover, should have lived to see her Jubilee.

We regret to announce that Mr. A. R. Oldman, solicitor, of Serjeant's-inn, London, was one of the passengers drowned in the wreck of the steamer *Rome* in the Seine on the 21st ult. His body was recovered at Rouen two or three days ago. Mr. Oldman, who was admitted in 1865, was in good practice, and will be deeply regretted by his professional friends.

The following are the circuits chosen by the judges of the Queen's Bench Division for the ensuing Autumn Assizes:—North-Eastern Circuit, Lord Coleridge, C.J.; Western Circuit, Danman, J.; South-Eastern Circuit, Field, J.; Midland Circuit, Huddleston, B.; Oxford Circuit, Hawkins, J.; North and South Wales Circuits, Cave, J.; Northern Circuit, Day and Grantham, JJ.

WINDING UP NOTICES.

London Gazette.—FRIDAY, September 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALLIANCE SUPPLY STORES, LIMITED.—Firm for winding up, presented Sept 22, directed to be heard before Charles J., on Wednesday, October 5. Hildesheim, London wall, solicitor for petitioners.

BREITHE, COLONIAL, AND GENERAL INVESTMENT TRUST, LIMITED.—By an order made by Kekewich, J., dated Sept 14, it was ordered that the above be wound up. Whitfield, Finsbury pavement, solicitor for petitioners.

GUINNESS ELECTRIC LIGHT AND POWER CO., LIMITED.—By an order made by Kekewich, J., dated Sept 14, it was ordered that the voluntary winding up of the company be continued. Wilkins & Co, Graham House, Old Broad st, solicitors for petitioners.

HOMER AND FOREIGN MINES TRUST, LIMITED.—By an order made by Kekewich, J., dated Sept 14, it was ordered that the above be wound up. Whitfield, Finsbury pavement, solicitor for petitioners.

FRANKLIN COLLIERIES CO., LIMITED.—Creditors are required, on or before Oct 22, to send their names and addresses, and the particulars of their debts or claims, to Edward Newsam, 21, Baxter gate, Doncaster. Friday, Nov 11, at 11, is appointed for hearing and adjudicating upon the debts and claims.

RAILWAY DEBTRENTURE, STOCK, AND MORTGAGE CORPORATION, LIMITED.—Firm for winding up, presented Sept 22, directed to be heard before the Vacation Judges, on October 6. Whitfield, Finsbury pavement, solicitor for petitioners.

STURVAT & CO., LIMITED.—Firm for winding up, presented Sept 22, directed to be heard before Charles J., on Oct 5. Lewins & Co, Martin's lane, solicitors for petitioners.

STANDARD LEAD MINES, LIMITED.—By an order made by Kekewich, J., dated Sept 14, it was ordered that the company be wound up. Thomas & Hines, Cannon st, solicitors for petitioning company.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

LIVERPOOL EXCHANGE BANKING CO., LIMITED.—The Vice-Chancellor has fixed Monday, Oct 10, at 11, at 9, Cook st, Liverpool, for appointment of official liquidator

London Gazette.—TUESDAY, Sept 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALLIANCE SUPPLY STORES, LIMITED.—Petn for winding up, presented Sept 21, directed to be heard before the Vacation Judge on Oct 5. Fowles, Guildhall chbrs, Basinghall st, solor for petners

A. M. WOOD'S SHIPS "WOODITE" PROTECTION CO., LIMITED.—The Vacation Judge has fixed Thursday, Oct 6, at 11, at his chambers, for appointment of official liquidator

BRITISH AND COLONIAL AGENCY, LIMITED.—By an order of Charles J. dated Sept 21, it was ordered that the agency be wound up. Goodchild, Gresham House, solor for petners

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

YORKSHIRE WOOL AND FLOCK CO., LIMITED.—Petn for winding up, presented Sept 21, directed to be heard before Francis Willis Taylor, Deputy of the Chancellor, on Tuesday, Oct 4, at 11, at 9, Cook st, Liverpool. Winder, Bolton, solor for petner

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, September 23.

ANTHONY, JOHN HENRY, Yeaslop, Miller. Oct 20. Stanbury & Phillips, Plymouth

BLUNDY, RICHARD, East Molesey, Gent. Oct 23. Mossop & Mossop, Long Sutton, Lincolnshire

BARKER, ELIZABETH, Ladbroke grove, Notting hill. Oct 21. Sootney & Shenton, Winchester

BROOK, JOSEPH, Lockwood, York, Gent. Oct 22. Smith & Co., Sheffield

CHATTO, JOHN, Chapel rd, Notting hill, Surgeon and Librarian to the Royal College of Surgeons Oct 20. Grover & Humphreys, King's Bench walk

CLARKE, ELIZABETH, Mase hill, Greenwich. Oct 22. Grover & Humphreys, King's Bench walk

CLEMON, JOHN, Padston, Cornwall, Merchant. Dec 1. Symons, Wadebridge

COATES, THOMAS AUGUSTUS, Grove rd, Walthamstow, Beer Retailer. Oct 31. O R Randall & Son, Cophall buildings

CRAGG, JOSEPH, Brynhyfryd villa, near Bridgend, Retired Innkeeper. Nov 19. Stockwood, Bridgend

CURRIE, MATTHEW, Hornfield, Heaton Mersey, Lancaster, Engineer. Nov 1. Cooper & Sons, Manchester

DAVIES, COMENIUS, Liverpool. Nov 21. Garnett & Tarbett, Liverpool

DAVEY, JOHN TANNER, Rose Ash, Devon, Esq. Oct 25. Crosse & Co., South Molton, Devon

DIXIE, HENRY, Afton, Devon, Yeoman. Nov 1. Parrott, Clapton

EDWARDS, GEORGE THOMAS, Queensborough terrace, Paddington, Esq, Barrister at Law. Nov 14. Burgoyne & Co, Oxford st, W

GASKELL, WILLIAM, Ulverston, Currier. Sept 18. Postlethwaite & Son, Ulverston

GREENHILL, EDWARD JAMES, Lion rd, Bexley Heath, Kent. Sept 12. Rooke & Sons, Lincoln's inn fields

HALL, THOMAS, Rock Ferry, Chester. Nov 4. Parkinson & Haas, Liverpool

HART, ELIZABETH, Nottingham. Nov 15. Ashwell & Johnstone, Nottingham

HICKSON, THOMAS, Melton Mowbray, Gent. Nov 5. Latham & New, Melton Mowbray

HOLDICE, EDWARD, Long Melford, Suffolk, Esq. Oct 6. Pope & Co., Colchester

IVORY, JEREMIAH, Worthing. Nov 5. Holmes, Worthing

MARSHALL, LILLIAS, Treherne rd, North Brixton. Oct 22. Draper, Vincent sq, Westminster

MOLYNEUX, ASHER, Penny Bridge, Egton-cum-Newland, Lancaster. Oct 21. Lambert, Manchester

MORGAN, REV. GEORGE FREDERIC, Teversal, Nottingham. Nov 15. Ashwell & Johnstone, Nottingham

PEARCE, JOHN, Parkgate, Rotherham, Licensed Victualler. Nov. 1. Wilson, Sheffield

FOUNDER, CAPTAIN LONSDALE, Brownswood, Wexford. Nov 21. Caprons & Co., Savile pl, W

QUINN, THOMAS, Devonport, Supernubusted Gunner R.N. Nov 20. Gard, Devonport

SHEILD, WILLIAM THOMAS, Uppingham, Solicitor. Oct 26. Hall, Gray's inn sq

SHEPPARD, CHARLES, Winchester terrace, Westminster, Builder. Oct 1. Stoneham & Son, Philip lane

SMITH, EDWARD, Haxby, York, Gent. Oct 22. Hugh W. & R. Pearson, Malton

STOCK, AMY SARAH, Loughborough rd, Brixton. Oct 20. Wheatley & Son, New inn

WALLGATE, LAMFLOUGH, Kingstone upon Hull, Wholesale Tea Dealer. Oct 31. Hearfield & Lambert, Hull

WELLS, JANE, Fittleworth, Sussex. Nov 10. Clayton & Co., Lancaster pl

WHITE, GEORGE, Thornbury, Gloucester, Plumber. Oct 21. Scarlett & Co., Thornbury

WISE, THOMAS, Smallford Farm, near Saint Albans, Farmer. Nov 1. Sedgwick & Co., Watford

WIL, FREDERICK RANDOLPH, Hatton ct, Threadneedle st, Stockbroker. Dec 1. Conckler, Darwen

WRAY, JULIA LOUISE, Clevedon, Somerset. Nov 2. Wynne & Son, Lincoln's inn fields

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, September 23.

RECEIVING ORDERS.

BRAND, HENRY, Cheltenham, Grocer. Cheltenham. Pet Sept 20. Ord Sept 20

BRENDONIAN, BENJAMIN GEORGE, Sheffield, Cabinet Maker. Sheffield. Pet Sept 20. Ord Sept 19

BRIGHT, ALFRED, Mildenhall, Suffolk, Draper. Bury St Edmunds. Pet Sept 20. Ord Sept 21

BROWN, FRANCIS JULIUS, Leamington, Lodging house Keeper. Warwick. Pet Sept 19. Ord Sept 19

CARTER, JOHN BROADFOOT, Chesham, Manchester, Draper. Manchester. Pet Aug 31. Ord Sept 21

COOK, GEORGE, Higher Goblen, Bedford, Farmer. Bedford. Pet Sept 21. Ord Sept 21

DONCASTER, EDMUND, Manchester, Carver. Manchester. Pet Aug 30. Ord Sept 21

ELLIS, HENRY, Bideford, Refreshment house Keeper. Barnstaple. Pet Sept 19. Ord Sept 19

FITZGERALD, CHARLES, and THOMAS YOUNG, Bristol, Watch Manufacturers. Bristol. Pet Sept 7. Ord Sept 19

GLANVILLE, JOHNSON, FERNANDO, Innkeeper. Truro. Pet Sept 20. Ord Sept 20

GRIFFITHS, JOHN, Walton, nr Liverpool, Master Builder. Liverpool. Pet Sept 6. Ord Sept 19

HARRIS, THOMAS, St Albans, Builder. St Albans. Pet Sept 20. Ord Sept 20

HEPWORTH, MARTHA, Wakefield, Milliner. Wakefield. Pet Sept 19. Ord Sept 19

HEWITSON, WILLIAM, Ireby, Cumberland, Saddler. Carlisle. Pet Sept 19. Ord Sept 19

HOPKINS, WILLIAM, Leighton Bussard, Butcher. Luton. Pet Sept 20. Ord Sept 20

KING, NOAH, Blunham, Bedford, Publican. Bedford. Pet Sept 21. Ord Sept 21

MANTON, WILLIAM, Boston, Printer. Boston. Pet Sept 20. Ord Sept 20

MATHEAD, JAMES WILLIAM, Well st, Hackney, Middlesex, Cheesemonger. High Court. Pet Sept 19. Ord Sept 19

NEWTON, BENJAMIN, Leeds, Greengrocer. Leeds. Pet Sept 20. Ord Sept 20

PIERCE, GEORGE, Margate, Fishmonger. Canterbury. Pet Sept 20. Ord Sept 20

POPE, THOMAS CABLE, Milton next Gravesend, Tea Merchant. Rochester. Pet Sept 19. Ord Sept 19

ROBERTS, CHARLES, Abergavenny, Mon, Watchmaker. Tredegar. Pet Sept 19. Ord Sept 19

ROBINSON, JAMES, Chorlton upon Medlock, Lanes, Tailor. Manchester. Pet Sept 21. Ord Sept 21

SHAW, FREDERICK, Wellington, Shropshire, Commission Agent. Madeley. Pet Sept 20. Ord Sept 20

SHAW, JOSEPH, and EDWIN SHAW, Cote hill, Warley, nr Halifax, Bobbin Makers. Halifax. Pet Sept 19. Ord Sept 19

SIMMONS, GEORGE HENRY, Bulth, Brecknock, Jeweller. Newtown. Pet Sept 20. Ord Sept 21

STUBLEY, MARSDEN, South Shields, Confectioner. Newcastle on Tyne. Pet Sept 19. Ord Sept 19

TAYLOR, URIAH, Bradford, Stone Merchant. Bradford. Pet Sept 20. Ord Sept 20

THOMAS, JOHN, Penygaig, Glamorgan, Tailor. Pontypridd. Pet Sept 15. Ord Sept 15

TIPLING, JOSEPH ARTHUR, Minfield, Yorks, Wheelwright. Dewsbury. Pet Sept 20. Ord Sept 20

WHITAKER, WILLIAM, Bolton, Heating Apparatus Maker. Bolton. Ord Sept 21. Ord Sept 21

WHITEHEAD, ROBERT, Blackpool, Draper. Preston. Pet Sept 19. Ord Sept 19

WOODHEAD, THOMAS, Leeds, Gardener. Leeds. Pet Sept 19. Ord Sept 19

WOODRUFF, CHARLES WILLIAM, Waddington, Lincs, Builder. Lincoln. Pet Sept 21. Ord Sept 21

The following amended notice is substituted for that published in the London Gazette of September 20.

INDGE, THOMAS COVENTRY, Chard, Somerset, Jeweller. Taunton. Pet Sept 19. Ord Sept 16

FIRST MEETINGS.

AINSWORTH, EDWARD HARRISON, address unknown, Gent. Sept 20 at 1.30. 23, Carey st, Lincoln's inn

ALBERTON, CHARLES HEDLEY, Lowestoft, Block Maker. Oct 1 at 4. Off Rec, 4, King st, Norwich

ANDERSON, THOMAS JOHN, Battersea park rd, Grocer. Oct 3 at 12. 109, Victoria st, Westminster

BANKS, WILLIAM, Cumberworth, Lincolnshire, Farmer. Oct 6 at 12. Off Rec, 48, High st, Boston

BARRETT, JOHN, Cookham, Berks, no occupation. Oct 3 at 2.30. 108, Victoria st, Westminster

BETTELLEY, JOSEPH, Hanley, Earthenware Manufacturer. Oct 3 at 4. North Stafford Hotel, Stoke on Trent

BLAKE, JAMES, Manchester, Boilermaker. Oct 6 at 11.30. Off Rec, Ogden's chbrs, Bridge st, Manchester

BOYE, WILLIAM JOHN, Birkenhead, Clothier. Sept 20 at 2. Off Rec, 48, Hamilton sq, Birkenhead

BOUGHAY, JAMES BALL, Hanley, out of business. Oct 3 at 2. Off Rec, Newcastle under Lyme

BOWLES, WILLIAM, address unknown, Gent. Sept 20 at 1. 23, Carey st, Lincoln's inn

BRINLEY, JAMES, Manchester, Baker. Oct 4 at 11. Off Rec, Ogden's chbrs, Bridge st, Manchester

COOK, HENRY, Shirley, Hants, Auctioneer. Oct 5 at 1.30. Queen's Hotel, Reading

COOPER, DANIEL, Compton, nr Wolverhampton, Butcher. Oct 1 at 11.30. Off Rec, St Peter's close, Wolverhampton

COOPER, WILLIAM THOMAS, Bideston, Suffolk, Saddler. Sept 20 at 11.30. Off Rec, Ipswich

EASTON, EDWARD, the younger, Manchester, Joiner. Oct 4 at 11.30. Off Rec, Ogden's chbrs, Bridge st, Manchester

ELLIS, HENRY, Butt garden st, Bideford, Refreshment-house Keeper. Oct 3 at 12. Mr Hutchings, Auctioneer, Bideford

FITZGERALD, CHARLES, and THOMAS YOUNG, Bristol, Watch Manufacturers. Oct 5 at 1. Off Rec, Bank chbrs, Bristol

HARDY, GEORGE, Craven park, Harleaden, Builder. Sept 20 at 1. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

HEWITSON, WILLIAM, Ireby, Cumberland, Saddler. Oct 3 at 12. Off Rec, 44, Fisher st, Carlisle

HOBBS, EDWARD JAMES, Hartham rd, Tottenham, Traveller. Sept 20 at 12. 36, Carey st, Lincoln's inn

HUDSON, CHARLES JAMES, Oxford, Licensed Victualler. Sept 20 at 11.30. 1, 86 Aldgate, Oxford

HUNTER, BARTOW, in Furness, Farmer. Oct 3 at 11. 5, Faxon ter, Barrow in Furness

INDGE, THOMAS COVENTRY, Chard, Clock Maker. Sept 20 at 12.15. George and Railway Hotel, Victoria st, Bristol

IRBON, DANIEL, Waterloo, Northampton, Builder. Oct 5 at 2. County Court, Northampton

JOHNSON, A. W., Oxford, Retired Captain in Army. Oct 5 at 11.30. 1, 86 Aldgate, Oxford

JOHN, JOHN, Bristol, Baker. Oct 5 at 12.30. Off Rec, Bank chbrs, Bristol

KIRK, HENRY, and THOMAS HENRY GODDARD, St Leonards on Sea, Auctioneers. Oct 3 at 2. County Court, Hastings

LYLE, SAMUEL, Barnstaple, Tailor. Oct 1 at 10.15. Sanders & Son, High st, Barnstaple

POPE, THOMAS CABLE, Milton next Gravesend, Tea Merchant. Oct 3 at 11.30. Off Rec. High st. Rochester.
 RAMOND, S., Gray's inn rd, Builder. Sept 30 at 1. 33, Carey st, Lincoln's inn.
 REVEY, ROBERT PATTLE, Farnham, Suffolk, Farmer. Sept 30 at 12. Off Rec. Ipswich.
 REAW, FREDERICK, Wellington, Salop, Commission Agent. Oct 5 at 2. County Court, Madeley.
 SHAW, JOSEPH, and EDWIN SHAW, Warley, nr Halifax, Bobbin Makers. Oct 3 at 3.30. Off Rec. Halifax.
 SIMMONS, DANIEL, New Village, nr Bilston, Baker. Oct 1 at 11. Off Rec. St Peter's close, Wolverhampton.
 STUBLEY, MARSDEN, South Shields, Confectioner. Oct 3 at 11. Off Rec. Pink lane, Newcastle on Tyne.
 TAYLOR, THOMAS HARGREAVES, Manchester, Stationer. Oct 1 at 11. Off Rec. Ogden's chhrs, Bridge st, Manchester.
 THOMAS, WILLIAM, Cardigan, Cabinet Maker. Sept 30 at 11. Off Rec. Carmarthen.
 ULLEYETT, EDWIN, Folkestone, Carpenter. Sept 30 at 3.30. 73, Sandgate road, Folkestone.
 VASALL, JOHN, New Brighton, Tallow Chandler. Oct 5 at 2. Off Rec, 48, Hamilton sq, Birkenhead.
 TALLING, WILLIAM, Lostwithiel, Cornwall, Boat Maker. Oct 1 at 12. Off Rec, Bosconwen st, Truro.
 WALTON, WILLIAM, Boston, Lincolnshire, Dealer in China. Oct 6 at 12.30. Off Rec, 48, High st, Boston.
 WARDLE, ROBERT, Leeds, out of business. Oct 3 at 11. Off Rec, 22, Park row, Leeds.
 WESTERELL, TOM, Jun., Durham, Solicitor. Oct 4 at 11.30. Three Tuns Hotel, Durham.
 WHITEHEAD, ROBERT, Blackpool, Draper. Oct 3 at 3.30. Off Rec, Ogden's chhrs, Bridge st, Manchester.
 WILSON, JAMES NARMYTH, Southport, Engineer. Oct 4 at 12. Off Rec, 36, Victoria st, Liverpool.
 WOODHAMS, JOHN NEWMAN, Erdington, Warwickshire, Traveller. Oct 4 at 11. 15, Colmore row, Birmingham.

ADJUDICATIONS.

ARMER, JOHN, Eastbourne, Fruiterer. Eastbourne and Lewes. Pet Aug 23. Ord Sept 17.
 BROMAGE, JOSEPH, and FREDERICK BROMAGE, Birmingham, Jewellers. Birmingham. Pet July 26. Ord Sept 19.
 COOK, GEORGE, Higham Gobion, Beds, Farmer. Bedford. Pet Sept 20. Ord Sept 21.
 DAVIS, SOLOMON, Brighton, Boot Dealer. Brighton. Pet Sept 14. Ord Sept 20.
 FERGUSON, CHARLES, and THOMAS YOUNG, Bristol, Watchmakers. Bristol. Pet Sept 7. Ord Sept 21.
 FORT, JOHN, Shrewsbury, Hatter. Shrewsbury. Pet Sept 10. Ord Sept 15.
 GLANVILLE, JOHNSON, Penzance, Innkeeper. Truro. Pet Sept 10. Ord Sept 20.
 HANNETT, JOHN ROBERT, Nottingham, Furniture Dealer. Nottingham. Pet Sept 2. Ord Sept 19.
 HENDRY, FREDERICK CHARLES, Cowley rd, Uxbridge, Builder. Windsor. Pet Sept 14. Ord Sept 21.
 HERR, GEORGE CHARLES, Tabard st, Southwark, Manager to a Provision Dealer. High Court. Pet Sept 15. Ord Sept 20.
 HEWITSON, WILLIAM, Ireby, Cumberland, Saddler. Carlisle. Pet Sept 19. Ord Sept 19.
 HICKLING, EDWARD, Nottingham, Grocer. Nottingham. Pet Aug 31. Ord Sept 17.
 HOLBORN, CHARLES, Norwich, Plumber. Norwich. Pet Aug 17. Ord Sept 20.
 HUMPHREYS, GRIFFITH, Llanselhalarn, nr Carnarvon, Builder. Bangor. Pet Aug 16. Ord Sept 19.
 JONES, JOHN, Wrexham, Hairer. Wrexham. Pet Aug 26. Ord Sept 19.
 JONES, THOMAS WEBB, Malvern Wells, Worcester, out of business. Worcester. Pet Sept 16. Ord Sept 20.
 KING, NOAH, Blunham, Beds, Publican. Bedford. Pet Sept 21. Ord Sept 21.
 MATHEW, JAMES WILLIAM, Wells st, Hackney, Cheesemonger. High Court. Pet Sept 19. Ord Sept 21.
 NEWTON, BENJAMIN, Leeds, Greengrocer. Leeds. Pet Sept 20. Ord Sept 20.
 PRACOCK, JOSEPH HENRY, Salford, Launcs, Innkeeper. Salford. Pet Sept 13. Ord Sept 20.
 POPE, THOMAS CABLE, Milton next Gravesend, Tea Merchant. Rochester. Pet Sept 19. Ord Sept 19.
 ROBERTS, CHARLES, Abergavenny, Mon, Watchmaker. Tredegar. Pet Sept 19. Ord Sept 19.
 SCOTT, JAMES HENRY, Southampton, Shipwright. Southampton. Pet Sept 19. Ord Sept 19.
 SHAW, FREDERICK, Wellington, Salop, Commission Agent. Madeley. Pet Sept 19. Ord Sept 20.
 STUBLEY, MARSDEN, South Shields, Confectioner. Newcastle on Tyne. Pet Sept 19. Ord Sept 21.
 TAYLOR, URIAH, Princeville, Bradford, Stone Merchant. Bradford. Pet Sept 20. Ord Sept 20.
 THOMAS, JOHN, Penygraig, Glamorgan, Tailor. Pontypridd. Pet Sept 15. Ord Sept 20.
 TIPPING, JOSEPH ARTHUR, Mirfield, Yorks, Wheelwright. Dewsbury. Pet Sept 20. Ord Sept 20.
 WATSON, JOHN, Christchurch, Hamps, out of business. Poole. Pet Sept 1. Ord Sept 19.
 WHITEHEAD, ROBERT, Blackpool, Draper. Preston. Pet Sept 19. Ord Sept 19.
 WILLIAMSON, EDWARD, Congleton, Macclesfield. Pet Aug 2. Ord Sept 19.
 WOODHEAD, TITUS, Leeds, Gardener. Leeds. Pet Sept 19. Ord Sept 19.
 WOODRUFF, CHARLES WILLIAM, Waddington, Lincs, Builder. Lincoln. Pet Sept 21. Ord Sept 21.

London Gazette.—TUESDAY, Sept. 27.

RECEIVING ORDERS.

AYRES, FRANCIS CAMPBELL, Riccall, Yorks, Farmer. York. Pet Sept 24. Ord Sept 24.
 BANTOFF, PERRY, Kingston on Hull, Corn Merchant. Kingston on Hull. Pet Sept 22. Ord Sept 22.
 BATE, GEORGE, Birmingham, Gun Manufacturer. Birmingham. Pet Sept 22. Ord Sept 22.
 BOSHMAINE, R., & Co., Tabernacle st, Finsbury, Wire Rope Manufacturers. High Court. Pet Sept 8. Ord Sept 22.
 BRUMMITT, JOHN, York, Coal Merchant. York. Pet Sept 22. Ord Sept 22.
 BURNS, ANNE, Jarrow, Durham, Confectioner. Newcastle on Tyne. Pet Sept 22. Ord Sept 22.
 BURN, ARTHUR JAMES, Southampton, Tobaccoist. Southampton. Pet Sept 22. Ord Sept 22.
 CRITTY, FRANK JAMES, Sharnbrook, Bedfordshire, Commercial Traveller. Bedford. Pet Sept 22. Ord Sept 22.
 COATES, WILLIAM, Leeds, Coal Merchant. Leeds. Pet Sept 24. Ord Sept 24.

CRAIG, ROBERT, Kendal, Westmoreland, Florist. Kendal. Pet Sept 20. Ord Sept 20.
 DAVIES, HENRY, Velfrey, Pembrokeshire, Catt's Dealer. Pembrokeshire. Pet Sept 23. Ord Sept 23.
 DAWSON, GEORGE ARNER, Caiverley, nr Bradford, Milk Dealer. Bradford. Pet Sept 23. Ord Sept 23.
 FERRIS, RACHEL CAIRNIE, Bath, Widow. Bath. Pet Sept 5. Ord Sept 24.
 GIFFORD, WILLIAM ROBERT, Fenton, Staffordshire, Ironmonger. Stoke on Trent. Pet Sept 22. Ord Sept 24.
 GREEN, THOMAS JOHN, Coventry, Hoiler. Coventry. Pet Sept 22. Ord Sept 22.
 GREENLAND, WILLIAM FREDERICK, Charlton, Kent, Hoiler. Greenwich. Pet Sept 22. Ord Sept 22.
 HOLBY, JOHN JARVIS, Selby, Yorks, Grocer. York. Pet Sept 24. Ord Sept 24.
 L'ANSON, JOHN, Liverpool, Ironmonger. Liverpool. Pet Sept 22. Ord Sept 22.
 JEFFERSON, JOSEPH, Holme Cultram, Cumberland, Farmer. Carlisle. Pet Sept 23. Ord Sept 23.
 JONES, DAVID HOPKIN, Cardiff, Accountant. Cardiff. Pet Aug 17. Ord Sept 22.
 KEYTON, JOSEPH, Clacton on Sea, Schoolmaster. Colchester. Pet Sept 24. Ord Sept 24.
 LINGARD, WILLIAM, and JOSEPH BROOKS, Leeds, Dyers. Leeds. Pet Sept 24. Ord Sept 24.
 MATHEWS, JOHN WILLIAM, Folkestone, Kent, Painter. Canterbury. Pet Sept 24. Ord Sept 24.
 MORRIS, MORRIS CHARLES, Thomas st, Camberwell New rd, Cowkeeper. High Court. Pet Sept 22. Ord Sept 22.
 NORMAN, WILLIAM, Gt Yarmouth, Stationer. Gt Yarmouth. Pet Sept 21. Ord Sept 23.
 OWEN, JOSEPH ALBERT, Haverfordwest, Butcher. Pembrokeshire. Pet Sept 22. Ord Sept 22.
 PARKER, WILLIAM, Ropley, nr Grantham, Builder. Nottingham. Pet Aug 29. Ord Sept 23.
 PENDER, THOMAS, Kingston upon Hull, Rully Man. Kingston upon Hull. Pet Sept 14. Ord Sept 23.
 PRATT, GEORGE, Norwich, Shoe Manufacturer. Norwich. Pet Sept 5. Ord Sept 23.
 RHODES, HANNAH, Dewsbury, Yorks, Widow. Dewsbury. Pet Sept 23. Ord Sept 23.
 RILEY, THOMAS WILKINSON, Padham, Lancashire, Printer. Bury. Pet Sept 24. Ord Sept 24.
 ROBINSON, GEORGE HARRY, Leeds, Bookseller. Leeds. Pet Sept 24. Ord Sept 24.
 STERN, ELIZA, Slaithwaite, nr Huddersfield, Widow. Huddersfield. Pet Sept 8. Ord Sept 23.
 TRANTER, THOMAS, Hereford, Gardener. Hereford. Pet Sept 22. Ord Sept 22.
 WHITAKER, THOMAS, Bolton, Hoisting Apparatus Maker. Bolton. Pet Sept 24. Ord Sept 24.
 WIGHTMAN, JOHN WILLIAM, Cambridge st, Fimliss, no occupation. High Court. Pet Sept 22. Ord Sept 22.
 WINTER, CHARLOTTE, Sevenoaks, Saddler. Tunbridge Wells. Pet Sept 22. Ord Sept 22.
 WITT, HARRY FREDERICK, Breamore, Hampshire, Innkeeper. Salisbury. Pet Sept 21. Ord Sept 21.

The following amended notice is substituted for that published in the London Gazette of Sept 13.

MATCHEM, THOMAS, Balham, Grocer. Wandsworth. Pet Sept 8. Ord Sept 8.

RECEIVING ORDER RESCINDED.

NELSON, EDWARD ALBERT, Bennett's hill, Solicitor. High Court. Ord Sept 18. Resc Sept 20.

FIRST MEETINGS.

BEDINGHAM, BENJAMIN GEORGE, Sheffield, Cabinet Maker. Oct 5 at 2. Off Rec, Figtree lane, Sheffield.
 BRIGHT, ALEXINA, Mildenhall, Suffolk, Draper. Oct 5 at 10.45. Off Rec, 2, Westgate st, Ipswich.
 BROWN, FRANCIS JULIUS, Leamington, Lodging house Keeper. Oct 6 at 12.30. Cookes & Southb. Parade, Leamington.
 BRUMMITT, JOHN, York, Coal Merchant. Oct 6 at 12. Off Rec, York.
 BURNS, ANNE, Jarrow on Tyne, Confectioner. Oct 6 at 2.30. Off Rec, Pink lane, Newcastle on Tyne.
 CARTER, JOHN BROADFOOT, Manchester, Draper. Oct 4 at 12. Off Rec, Ogden's chhrs, Bridge st, Manchester.
 CHURCHILL, CHARLES, Cannonave rd, Stoke Newington, Importer of Machinery. Nov 3 at 11. Bankruptcy bldg, Lincoln's inn.
 DA COSTA, ALFRED, Piccadilly, Gent. Oct 4 at 12. 33, Carey st, Lincoln's inn.
 DANTON, THOMAS GATES, and EDWARD HACK DANTON, Kirby st, Hutton gds, Bookbinders. Oct 5 at 12. Bankruptcy bldg, Portugal st, Lincoln's inn fields.
 DAVIS, SOLOMON, Brighton, Boot Dealer. Oct 4 at 2. 33, Carey st, Lincoln's inn.
 DELAHAY, JAMES, Doncaster, Milk Dealer. Oct 5 at 11.30. Off Rec, Figtree lane, Sheffield.
 DODD, WILLIAM ANDREW, Chester, Mason. Oct 4 at 2.30. Off Rec, Chester.
 DONCASTER, EDMUND, Manchester, Carver. Oct 6 at 12. Off Rec, Ogden's chhrs, Bridge st, Manchester.
 FINLEY, JOHN, Temple st, Whitefriars, Licensed Victualer. Oct 6 at 11. 28, Carey st, Lincoln's inn.
 GLANVILLE, JOHNSON, Penzance, Innkeeper. Oct 4 at 12. Off Rec, Bosconwen st, Truro.
 GLAZE, JOHN, Halecote, Worcester, Boot Manufacturer. Oct 11 at 10.30. Talbot Hotel, Stourbridge.
 GRAHAM, ELIZABETH, Sheffield, Fruiterer. Oct 5 at 12.30. Off Rec, Figtree lane, Sheffield.
 HANN, HENRY, and WILLIAM HENRY HANN, Bournemouth, Builders' Merchants. Oct 3 at 1. Off Rec, Salisbury.
 HEPPORTH, MARTHA, Wakefield, Milliner. Oct 4 at 11. Off Rec, Bond terrace, Wakefield.
 HULETT, W H, Sandmere rd, Clayham, Builder. Oct 6 at 12. Bankruptcy bldg, Portugal st, Lincoln's inn fields.
 JACKSON, JOHN, St Albans, Faddier. Oct 6 at 11. Blagg & Edwards, Solars, St Albans, Herts.
 JEFFERSON, JOSEPH, Holme Cultram, Cumberland, Farmer. Oct 19 at 12. Off Rec, 34, Fisher st, Carlisle.
 JONES, CHARLES, St Albans, Herts, Gent. Oct 6 at 10.30. Blagg & Edwards, Solars, St Albans, Herts.
 JONES, JOHN, Egremont, Cheshire, Joiner. Oct 5 at 2.30. Off Rec, 6, Hamilton sq, Birkenhead.
 KING, ARTHUR PEROT, Ingersoll rd, Shepherd's Bush, no occupation. Oct 4 at 11. 33, Carey st, Lincoln's inn.
 LEVER, JOHN ORELL, Worthing, Late M.P. Oct 4 at 12. 33, Carey st, Lincoln's inn fields.
 MANSON, WILLIAM, Boston, Lincolnshire, Printer. Oct 6 at 1. Off Rec, 48, High st, Boston.
 MURKELL, JOHN THOMAS, Devon, Builder. Oct 4 at 11. 15, Frankfort st, Plymouth.

NEWTON, JOHN, Southsea, Grocer. Oct 6 at 4. 166, Queen st, Portsea
 OPEN, C. H. Gosport, Hants, Lieut. Oct 6 at 4.30. 166, Queen st, Portsea
 PHILLIPS, WILLIAM, Hereford, Coal Agent. Oct 7 at 2.15. 2, Offa st, Hereford
 PIERCE, GEORGE, Margate, Fishmonger. Oct 6 at 10. 58, High st, Margate
 PUCKET, JAMES, Plymouth, Butcher. Oct 4 at 12. 18, Frankfort st, Plymouth
 RHODES, MARY LOUISE, Heckmondwike, nr Dewsbury, Manufacturer. Oct 5 at 3. Off Rec, Bank chmbrs, Batley
 SALES, RICHARD TONGE, Kingston upon Hull, Painter. Oct 4 at 2. Hull Incorporated Law Society, Lincoln's inn bldg, Bowalley lane, Hull
 SHARP, GEORGE HENRY, Bishop Auckland, Grocer. Oct 4 at 1.15. Three Tuns Hotel, Durham
 SIMMONS, GEORGE HENRY, Bulth, Brecon, Jeweller. Oct 6 at 1. Off Rec, Llanidloes
 SMILLIE, THOMAS HAIG, St Charles sq, Notting hill. Oct 7 at 11. 38, Carey st, Lincoln's inn
 SPIERS, ALFRED, Kinner, Worcester, Grocer's Assistant. Oct 11 at 10.30. Talbot Hotel, Stourbridge
 SUGAR, MAX, Waltheren bldg, Holborn circus, Goods Dealer. Oct 5 at 11. Bankruptcy bldg, Portugal st, Lincoln's inn fields
 SWETE, OSWALD RICKETTS, Baron's ct rd, West Kensington, Engineer. Oct 4 at 11. Bankruptcy bldg, Portugal st, Lincoln's inn fields
 SYKES, ELIZA, Slaithwaite, nr Huddersfield, Widow. Oct 7 at 3. Haigh & Sons, solers, New st, Huddersfield
 TAYLOR, ULIAM, Bradford, Stone Merchant. Oct 5 at 11. Off Rec, 21, Manor row, Bradford
 TEMPERT, FRANCES ADOLPHUS VANE, Bury st, St James's, Gent. Oct 7 at 12. 38, Carey st, Lincoln's inn
 TIDING, JOSEPH ARTHUR, Mirfield, Yorks, Wheelwright. Oct 5 at 10.30. Off Rec, Bank chmbrs, Batley
 TURNER, ELIZA, East India rd, Poplar, Tailor. Oct 4 at 12. Bankruptcy bldg, Lincoln's inn
 VARNY, HENRY, and THOMAS VARNY, Liverpool st, Boot Makers. Oct 4 at 11. Bankruptcy bldg, Lincoln's inn
 WHITAKER, THOMAS, Bolton, Heating Apparatus Maker. Oct 5 at 11. 16, Wood st, Bolton
 WHITAKER, WILLIAM, Bolton, Heating Apparatus Maker. Oct 5 at 11. 16, Wood st, Bolton
 WIGFALL, WILLIAM, the younger, Norfolk st, Sheffield, Brush Manufacturer. Oct 5 at 3. Off Rec, Flettree lane, Sheffield
 WILSON, GEORGE, address unknown, Provision Dealer. Oct 5 at 12. 38, Carey st, Lincoln's inn
 WITT, HARRY FREDERICK, Breamore, Hampshire, Innkeeper. Oct 5 at 3. Off Rec, Salisbury
 WOODCOCK, C. G., Old Kent rd, Grocer. Oct 5 at 11. 38, Carey st, Lincoln's inn
 WOODLIFE, ALFRED, Bridlington, Yorks, Chemist. Oct 4 at 12. Black Lion Hotel, Bridlington
 WOODRUFF, CHARLES WILLIAM, Waddington, Lincolnshire, Builder. Oct 4 at 12. Off Rec, 2, St Benedict's sq, Lincoln

The following amended notice is substituted for that published in the London Gazette of Sept. 16.
 COCKERILL, ELEANOR, Lawford, Warwickshire, Plumber. Oct 4 at 10. Off Rec, 17, Hertford st, Coventry

ADJUDICATIONS.

ANDERSON, THOMAS JOHN, Battersea pk rd, Grocer. Wandsworth. Pet Aug 23. Ord Sept 24
 BIRD, JOHN, Lorton, nr Cockerham, Farmer. Cockerham and Workington. Pet Aug 20. Ord Sept 24
 BISCOE, SAMUEL, Bedford, Hotel Keeper. Bedford. Pet June 15. Ord Sept 23
 BRUMMITT, JOHN, York, Coal Merchant. York. Pet Sept 21. Ord Sept 23
 BYNG, EDWARD FRANCIS, Warrford ct, Throgmorton st. High Court. Pet Feb 21. Ord Sept 23
 CHIFFY, FRANCIS JAMES, Sharnbrook, Bedfordshire, Commercial Traveller. Bedford. Pet Sept 22. Ord Sept 24
 COATES, WILLIAM, Leeds, Coal Merchant. Leeds. Pet Sept 24. Ord Sept 24
 COOK, HENRY, Shirley, Hants, Auctioneer. Reading. Pet Sept 1. Ord Sept 23
 CRAIG, ROBERT, Kendal, Westmoreland, Florist. Kendal. Pet Sept 30. Ord Sept 24
 DAVIES, DAVID THOMAS, ARNOLD FOSTER BARHAM, and JAMES HALL, Birmingham, Brassfounders. Birmingham. Pet Aug 23. Ord Sept 24
 DAVIES, HENRY, Llandow Valley, Pembrokeshire, Cattle Dealer. Pembroke Dock. Pet Sept 22. Ord Sept 23
 DEAR, WILLIAM, Southgate, Upholsterer. Edmonton. Pet July 9. Ord Sept 24
 DAWSON, GEORGE ANNE, Calverley, nr Bradford, Milk Dealer. Bradford. Pet Sept 23. Ord Sept 23
 DOWCASTER, EDMUND, Manchester, Carver. Manchester. Pet Aug 30. Ord Sept 23
 FAWCETT, JOE (trading as William Fawcett & Sons), Huddersfield, Joiner. Huddersfield. Pet Sept 3. Ord Sept 24
 GIFFORD, WILLIAM ECKERTON, Fenton, Ironmonger. Stoke upon Trent. Pet Sept 22. Ord Sept 24
 HARTHOUST, JAMES, and SAMUEL HAMMOND, West Bromwich, Brass Founders. Oldbury. Pet Sept 8. Ord Sept 23
 HOLEY, JOHN JARVIS, Selby, Yorks, Grocer. York. Pet Sept 24. Ord Sept 24
 FANON, JOHN, Liverpool, Ironmonger. Liverpool. Pet Sept 21. Ord Sept 23
 ICKE, THOMAS WILLIAM, Colwyn Bay, Denbighshire, Hotel Keeper. Bangor. Pet Sept 9. Ord Sept 24

JEFFERSON, JOSEPH, Holme Cultram, Cumberland, Farmer. Carlisle. Pet Sept 23. Ord Sept 23
 JOHNSON, HENRY, Farnborough, Draper. Guildford and Godalming. Pet Aug 8. Ord Sept 20
 JONES, CHARLES, St Albans, Herts, Gent. St Albans. Pet Aug 2. Ord Sept
 KING, THOMAS BELLAMY, Grove lane, Camberwel no occupation. High Court. Pet Sept 12. Ord Sept 23
 LINGARD, WILLIAM, and JOSEPH BROOKE, Leeds, Dyers. Leeds. Pet Sept 21. Ord Sept 24
 METRICK, JOHN WILLIAM, Beaumaris, Anglesey, Clerk in Holy Orders. Bangor. Pet March 10. Ord July 4
 MOFFATT, WILLIAM, Batow in Furness, Draper. Ulverston and Barrow Furness. Pet Sept 1. Ord Sept 23
 MONEY, JAMES HENRY, Ironmonger lane, Surveyor. High Court. Pet Aug 12. Ord Sept 23
 MORGAN, MORGAN CHARLES, Thomas st, Camberwell New rd, Cowkeeper. High Court. Pet Sept 22. Ord Sept 23
 NEIL, JOHN, Poultry, Stock Dealer. High Court. Pet July 25. Ord Sept 23
 NEVILLE, HENRY, Shenfield, nr Brentwood, General Dealer. Chelmsford. Pet July 12. Ord Sept 20
 OWEN, JOSEPH ALBERT, Haverfordwest, Butcher. Pembroke Dock. Pet Sept 23. Ord Sept 22
 PINDER, THOMAS, Kingston upon Hull, Cartman. Kingston upon Hull. Pet Sept 14. Ord Sept 23
 REAY, HANNAH, and ROBERT REAY, Kirklington, Cumberland, Farmers. Carlisle. Pet Sept 15. Ord Sept 22
 RHODES, HANNAH, Dewsbury, Yorks, Widow. Dewsbury. Pet Sept 25. Ord Sept 23
 RILEY, THOMAS WILKINSON, Padliham, Lancs, Printer. Burnley. Pet Sept 24. Ord Sept 24
 ROBINSON, GEORGE HARRY, Harrogate, Bookseller. Leeds. Pet Sept 24. Ord Sept 24
 ROBINSON, JAMES, Chorlton upon Medlock, Lancs, Tailor. Manchester. Pet Sept 21. Ord Sept 21
 SMITH, THOMAS, Elham, Kent, Shoemaker. Canterbury. Pet Aug 30. Ord Sept 23
 SWETE, OSWALD RICKETTS, Baron's Court rd, West Kensington, Engineer. High Court. Pet July 2. Ord Sept 24
 WALK, ALFRED, Nottingham, Yarn Agent. Nottingham. Pet Aug 26. Ord Sept 21
 WHITAKER, WILLIAM, Bolton, Heating Apparatus Maker. Bolton. Pet Sept 21. Ord Sept 22
 WIGHTMAN, JOHN WILLIAM, Cambridge st, Pimlico, no occupation. High Court. Pet Sept 23. Ord Sept 24
 WINTER, CHARLOTTE, Sevenoaks, Saddler. Tunbridge Wells. Pet Sept 23. Ord Sept 24
 WITT, HARRY FREDERICK, Breamore, Hants, Innkeeper. Salisbury. Pet Sept 21. Ord Sept 23

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.
 JELICOE.—Sept. 24, at Heathfield, Sussex, the wife of James Anthony Jelicoe, solicitor, of a daughter.
 WHITE.—Sept. 23, at Southampton, the wife of H. Milner White, barrister-at-law, of a son.
 MARRIAGES.
 HUELIN—FRANCIS.—Sept. 22, at Surbiton Hill, Edward Huelin, M.A., of 57, Lincoln's-inn-fields, to Edith Theodora Ellis, daughter of the late Charles Scotton Francis, of Maids-hill, W.
 RUTHERFORD—STRACHAN.—Sept. 22, at Sefton, John Rutherford, LL.B., barrister-at-law, to Maria Williamina, daughter of Alexander Strachan, of Crosby, Lancashire.
 SIM—GORE.—Sept. 22, at Clifton, J. Duncan Stuart Sim, barrister-at-law, to Frances Nora Frittie, daughter of the late Nathaniel Gore, of Clifton.
 DEATH.
 JACKSON.—Sept. 23, at Bury St. Edmund's, John Jackson, aged 93.

Where difficulty is experienced in procuring the Journal with regularity, in the Country, it is requested that application be made direct to the Publisher.

CONTENTS.

CURRENT TOPICS	759	LEGAL NEWS	760
SEPARATION DEEDS	760	WINDING-UP NOTICES	760
LEGISLATION OF THE YEAR	761	CREDITORS' NOTICES	761
CORRESPONDENCE	761	BANKRUPTCY NOTICES	761
NEW ORDERS, &c.	765	PUBLIC GENERAL STATUTES	761

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